170 KK 2 W

DISTRICT INVESTIGATION (Continued from First Page.)

Q. Did you and Colonel Kirtland and the Rev. Calvin Brown ride out there on a Sunday? A. I think it was the fore part of the week, or the latter part of the week, I do not know which; but I do not think it was on a Sunday; but it may have been.

Q. Where was it with reference to that sward;

was it after the award, or before! A. It was

was it after the award, or before? A. It was after the award.
Q. But before you left for Chicago? A. Yes, sir, I think it was the latter part of the week, not on Sunday. I think it was the latter part of the week, because I asked one of the parties to come and see Mr. Hyde.
Q. It must have been, then, about the 1st of July? A. I think about the 1st of July? A. I think about the 1st of July? A. The award was made on the 25th of June? A. The award was made on the 25th of June? A. The award was made on the 25th of June? A. The award was made on the 25th of June? A. The award was made on the 2sth of June? A. You, and it was near the 1st of July.

Q. You left for Chicago a few days afterward? A. Yes, sir. ward A. Yes, sir. Q. Was it before you got for Chicago! A. Yee, sir.

Q. When did you receive this report of which you speak at Chicago? A. I think I received the report a few days after I got home. I do

on throw exactly as to the time.

Q. From whom? A. From Mr. Brown.

Q. What was the nature of that report? A.
The nature of the report was that Mr. Corcoran would sell the property, I think, for \$225,000. I think that was the price, \$225,000. The terms could be made satisfactory in regard to the payments, but that was a subject that would have to be negotiated, and that he would undertake to negotiate that.

undertake to negotiate that.

Q. Did you make any answer to that? A. I think I replied that I wanted Mr. Brown to go ahead and negotiate the best terms that he possibly could. Q. For whom! A. For myself.

Q. You were purchasing the property your-self, then? A. Yes, sir. Q. Was Mr. Brown to have any interest in that property! A. Not a word was said to Mr. Brown about having any interest in that prop-Q. He was negotiating for you, then? A. He was negotiating for me by my request.

Q. Was Mr. Kirtland to have any interest in that property? A. Not that I know of. There was no such remark made to Mr. Brown or Mr. Kirtland that either of them was to have an interest in the Harewood estate.

Q. You were to become the sole purchaser of that property!

A. The sole purchaser of that property; perhaps I might make some arrange-ment with them for services rendered in secur-

ing the property subsequently, but no agreement was made at that time.

Q. You were to pay them as your agents! A. es, sir. Q. When Colonel Kirtland came to Chicago in August, about the 1st of August, did you have any conversation with him about the Harewood estate there? A. I did.
Q. What was that? A. I think it was later than August—the fore part of August—that he was there, but I am not sure. I know that the

Q. Whenever it was! A. I know the terms had been determined by negotiations, through Mr. Brown, about the purchase of that property on time, a certain amount to be paid in cash; in sixty days another payment was to be made; and thou, I think, five, ten, and fifteen years for the balance—a long time—drawing interest at six or seven per cent. I will not be meres at six of seven per cent. I wan not be accurate in regard to figures, because it has passed from my mind, but those are the facts in reference to the negotiation.

Q. There was a cash payment, and then there was to be another payment in sixty days? A.

(es, sir. Q. Do you remember the amount of the cash syment? A. I think the cash payment was to All these details were explained to you by Colonel Kirtland when he was in Chicago? A No, sir; they were explained by letter by Mr

Q. Have you got that letter? A. No, sir: I have not.

Q. Did you and Colonei Kirtland talk this matter over in Chicago! A. Yes, sir.

Q. When was this cash payment to be made!

A. That was to be made sixty days before the first of October. It was to be made at the time

of signing the contract.

Q. Did you make that payment? A. I did not. I authorized—I telegraphed to Mr. Brown to draw upon me for that smount. Q. For the \$15,000! A. Yes, sir; and that I W. For the visional A. Les, sir; and that I would assume the subsequent payments; and Mr. Brown stated that the time had become very short, and that they were obliged to advance it themselves. I found out subsequently that the parties had bought the property themselves.

Selves.

Q. Who do you meen by the parties? A. Mr. Brown and Mr. Kiriland.

Q. Then they purchased the property without including you as a partner in the transaction? A. They purchased the property without including me in the transaction. Mr. Brown subsequently counted. subsequently came to Chicago. I did not having any interest in this property. Colonel Kirtland was in Chicago he did not say clearly defined as to their relations in this mat ter. I was all the time pursuing the matter upon the hypothesis that the property was mine—that I mid purchased the property. Q. That you were making the purchase your-

self! A. Yer, sir.
Q. When did the Rev, Wm. Colvin Brown come to Chicago! A. Mr. Colvin Brown came Q. When did the Rev. Win. Colvin Brown came to Chicago! A. Mr. Colvin Brown came to Chicago some time between the 15th of September and 1st of October.
Q. Did he tell you then that he and Col. Kirtland had purchased this property! A. He had stated that they were obliged to advance the waters. If would be all tight this money. However, it would be all right, so far as I was concerned, if I would make the payment on the 1st of October.

Q. What was the object of his visit to Chi-

cago? A. The object of his visit to Chicago was to arrange for this payment on the 1st of October. Q. For the balance of the cash payment

Q. Arrange with you? A. Arrange with ms. I stated to Mr. Brown at that time-I said to Mr. Brown, "I want you to have an interest in this matter with me for the services you have rendered. He drew a contract with me in which I was to give him one quarter, and I was to have three fourths of that preperty. I was to make all the payments—if we soid the property, I was to make all the payments. In making any sales my advances were to come out first.
Q. You say that the Rev. William Colvin

Brown came between the 15th of September and the 1st of October? A. Yes, sir.
Q. Did you arrange with him for the payments then! A. I had negotiated some rail-road bonds with a friend, and went to Philaroad bonds with a friend, and went to Phila-delphia, and Mr. Brown went there to Philadel-phia with me, hoping to sell those bonds; but I did not succeed in selling the bonds. Mr. Brown came on to Washington on the 1st of October. The payment was not made on time, and Mr. Brown left for Europe in I I returned to Chicago with my bonds. S disequently C I cnil Kirtland came to Chicago and inform d me that Brown and himself had made a con-tract together for this half interest in Hare-wood.

was to have one half, and Kirtland's was one half. Brown claimed to me at Chicago, how-ever, that any arrangement that he had with Colonel Kirtland could be made satisfactory

colonel Kirtland could be made satisfactory with him.

Q. This first arrangement, as I understand you, was made after a ride to Harewood—the same day after they returned? A. Yes, sir.

Q. You then projected together the purchase of Harewood? A. Yes, sir, as I have stated to you. I want to say here in passing, that Mr. Brown said to Coionel Kirtland that they had better go in together, after I had left for Chicago, or have some understanding with each other about this matter; that Colonel Kirtland supposed, as I subsequently learned, that Mr. Brown was acting by my authority on that basis. That was the explanation that was made.

was made.

By Mr. Wilson: Q. What kind of railroad bonds did you have that you were trying to negotiate? A. I think they were Burlington Q. Any other bonds than these? A. No.

Q. Was that the new or the old road! Q. Was that the new or the old road! A. That was a new road—the Burlington and Southwestern bonds—I supposed I could negotiste in Philadelphia in time to make a payment for Harewood! on the 1st of October.

Q. I understand you to say that in the inception of this Harewood purchase that you were the principal and these parties were simply your agents! A. That was the way it was tracted. That was the inception of the maco. That was the inception of the nego-

Q. And how long did that continue in that way! A. Well, it continued in that way, as I had supposed, up to the time Mr. Brown came

Q. When was that? A. That was between Q. When was that? A. That was between the 15th of September and the 1st of October. Q. Are you quite sure that these parties had no interest with you in that, other than as your agents? A. That is all. I might have said to Mr. Brown that, for any trouble or services that he might render in the matter, he might have an interest, or something of that kind—some compensation for his trouble; but regarded myself as the principal. The conception of purchasing the property was with me. Q. Of all that you are quite sure, I suppose! A. Yes, air.

basis of a few questions that I desire to ask WASHINGTON, D. C., July 24, 1872. To Anthony Hyde, esq.: 1 will be at your office to-morrow at 12 m., an WM. COLVIN BROWN. Q. Is that about the time! A. The nesotia-tion commenced about the 1st of July. I am very positive about that, and the time! I think! It ran was through three or four weeks. That is about the time that the matter was closed.

WASHINGTON, D. C., July 27, 1872. To Anthony Hyde, esq.:

My Dran Sin: I am greatly obliged to you for your favor just now received. I will see you before 3 p. m. Meanwhile, I remain, with great respectant sincere regard, your obedient servant,

W. Colvin Brown. This one, you say, is in Mr. Brown's hand

writing!
THE WESTERN UNION TELEGRAPH Co.,
Dated New York, —, 1872. (Received at —— To Anthony Hyde, esq.: I will see you to-morrow. All shall be perfectly satisfactory. W. Convin Brown.

WASHINGTON, D. C., August 2, 1872. WASHINGTON, D. C., August 2, 1872 3
My Dean Sin: I am hourly expecting a favorable report from my agont. I have telegraphed him that he must bring his matters in order on Monday next, at the latest, to which date I must crave your indulgence.

Aleanwhile, permit me to say, that if Messra. Riggs & Co. have, through your favor to me, made inquiries and received satisfactory answers in reply to the \$10,000 note I left with you, (and I am utterly certain that full inquiry will bring answers in the highest degree sailafactory.) then you will oblige me if Messra. Riggs & Co. will discount the \$10,000 note. The rate of discount I am perfectly willing to leave to them, as they are well known as fair and honorable gentlemen. And should there be something wanting (in addition to the \$250 in your hands) to make up the full \$10,000, it will be instantly ready.

I regret more than I can well express to you all the trouble I am making you, and will not fail to prove my appreciation of your tavors so soon as this matter is closed, as I confidently trust it will be, at the latest, on next Monday.

I remain, with great respect, your obedient servant.

Anthony Hyde, Esq.

vant.

Anthony Hyde, Esq.

Q. Do you know anything about the \$10,000 note that was—

A. No, sir, I do not know anything about it.

THE ARLINGTON, }

mything about it.

Washington, D. C., August 6, 1872.

My Dran She: Yesterday, at 4:20 p. m., I received the inclosed tolegram. I de not know how early yesterday the "Manufacturers' Hank" of Chicago telegraphed to Messra. Riggs & Co. If the business should be transacted through the "National Bank of Commerce" of New York city, as I suppose, then I judge that there was not sufficient time for it to have come in order within banking hours, yesterday, and perhaps not before about 12 m, to-day.

With the highest respect, I am your obedient servant, Anthony Hudg, exp. with the work of t

Please retain telegram until I see you. The telegram is as follows: [The Western Union Company Telegraph.]
Dated CHICAGO, Lt... August & 187
Received at The Arlington, Washington, D.

#22 p. m.
To W. Colvin Brosen, Arlington:
Manufacturer: Hank have placed money to
Riggs & Co. to-day by telegraph. I leave
Washington to-night.
17, paid

A. B. Kirklan A. B. KIRTLAND. Q. Do you know anything about that? A. Do not know anything about that.

Q. Were you in Chicago at that time?

And Kirtland was there at that time!

A. And Kirtland was there at that time!

A. Yes, sir; Mr. Holmes called upon me about those notes, and Kirtland was there to discoun ome notes. Q. At that time! A. Yes, sir.

Q. At that time! A. Yes, sfr.

THE ABLINGTON, P.

THE ABLINGTON, P.

THE ABLINGTON, P.

THE ABLINGTON, P.

MY DEAR SHI! I have this moment received the inclosed telegram from Harrisburg, Pa. It will explain itself. Colonel Kirtland left Chicago & p. m. on Monday evening, and ought to naw been here at 10 a. m. to-day, and would have been, I do not doubt, had not the train been be hidd time at Harrisburg. The train leaving Harrisburg at 10 a. m. will be due here at 6 p. m.

Yours, truly, W. Colvin Hagows.

Anthony Hyde, esq.:

Yours, truly,

Anthony Hyde, esq.:

P. S. Please accept my thanks for your brief
note of yesterday morning. I cannot understand
why the mency should be to the account of kirtland's credit. Perhaps he will be able to explain.

W. C. B. THE WESTERN UNION TELEGRAPH COMPANY,
Dated Harrisburg, Pa., August 7, 187.2.
Recived at "The Arington."
Washington, D. C., 2020 a. m.
Train behind time; missed connection; take ten
'clock train.
9, puid.

Q. You say you know nothing about that?

A. I know nothing about that at all. This is s much news to me as it can be to any men er of the committee.

Washigton, D. C., August 7, 1872.

My Dran Sit: Provided you have no objection to so doing, will you be so good as to let me know what amount Ool. A. B. Kirtland has had placed to his credit by the Manufacturers' Hank, of Chicago, with Blossrs, Riggs & Co. No answer will be necessary, except to mark the necessary of this note. W. COLVIN BROWN. Yours, truly, Authory Hyde, eeq.

Q. That does not refresh your recollection No, sir; I know nothing about that.

A. No, sir; I know nothing about that.

(The Western Union Telegraph Gompany.)
Dated Philadeiphia, Pa. Getober 1, 1872 (Received at the Arlington, Washington, D. C., 3-25 p. m.)
To W. Colvin Brown:
Were death to follow, could not realize on all securities to-day. They are abundantly good, but strange here. Time overcomes that, and will insure success. In Chicago could raise it in an hour. Have just telegraphed to Chicago, and believe can have the money in Washington, from that point, in a day or two. Would not Mr. Corcoran take sixty thousand each securities for a lew days, until I can turn? They would be the very best investment for an art association. In eight months' time shall succeed; but am in a strange city and no time. Can you not arrange it for ten days? Will work to last moment.

199. Paid. 100. Patd.

directed to Rev. Colvin Brown! A. Yes, sir. Q. Dated at Philadelphia! A. Yes, sir; that is my telegram. I sent it from Philadelphia. I was negotiating these funds at that time. [The Western Union Telegraph Company.]

The Western Union Telegraph Company.]
Dated Philadelphis, October 2
To W. Colvia Brown, The Arlington:
I have no report to make here. I go to my room to pace it sli night. All culminstes in morning. Have telegraphed William Sturges twice; Eams, Walker and Hall, of C., B. & Q., and Golenel Moore, and so en. Asked Moore would his bank loan twenty thousand to fafteen days on my collaterals; no answer yet. Asked Eames for thirty thousand. Mean to see Sturges and ask permission to draw. Asked Sturges to give consent to draw through Union or Northwestern bank. Grow very strong here each day, heaping up evidence every few hours. Hope to be strong enough to carry in morning; only question of time. Brown, this is hell.

113. Paid.

113. Paid. The Witness. That is my telegram, sir.
Q. How did you suppose that struck
plous Brown? A. I do not know.
Q. That is your telegram? A. Yes, sir.
The Witness. May I ask who that is
dressed to? To Mr. W. W. Corcoran.

WASHINGTON, D. C., October 3, 1172. W. W. Corcoran. esq.: Sim: I beg to hand you berewith two tolograms. That marked I you have already kindly looked up. It was received October 1, at 3:25 p. m. The other, marked 2, was received last might at mid-Q. Each to have half! A. Yes, sir; Brown night.

The delay in the case, which is annoying to you have no beyond all expression, has

was at the might render in the matter, he matter the matter, the the state of that kind a matter of the matter, the state of that kind. It was more of a friendly converse was might have an interest, or something of that kind and the matter, the state of the matter, the state of that kind. It was more of a friendly converse was matter than the state of that kind. It was matter of that kind. It was matter of the state of

Q. Why did you put into this letter, which you say was written to a gentleman here of whom you knew nothing, with whom you had no acquaintance, this clause, "There are some things which could be explained in a personal interview which cannot be written in a letter?" A. That refers entirely to the relations that had existed between myself and Mr. Brown—Mr. Brown being the person who stood in the matter as principal. That was all.

Q. Do I understand you to say that you did not know anything about the payment of \$10,-000 on the Harewood purchase! A. I knew that Mr. Brown had stated that the \$10,000 had been paid, but how it had been paid I did not know.

Q. You knew nothing about that! A. No. I

Q. You knew nothing about that? A. No. sir; I think that he advised me that the money was raised with some friends or something in that way. In my contract it was contemplated that the payment on the 1st of October should include that \$10,000 that had been paid, so that these parties could be reimbursed for the ad-

they had made.
Q. Now, Mr. Chittenden, don't you know that DeGolyer was to have a \$10,000 interest in that purchase! A. Not a word about that.
Q. You had no knowledge of anything of that sort! A. No, sir; I had no knowledge of that

The Witness. What \$10,000.1 Q. Why, the \$10,000 that was paid on this purchase! A. I have not the slightest idea. I received a letter from Mr. Corcoran, at Chicago, after I had returned from Philadelphia, that

he would give me time in this matter, so that I could go or and make a purchase of the prop-erty; but I was taken ill with pneumonia and was ill five weeks, and so the matter passed Q. Where is that letter? A. I presume at

Chicago.

By Mr. Stewart: Q. This was your purchase?

A. Yes, sir.

Q. This \$10,000 was advanced on your account?

A. The \$10,000 was advanced, so Mr. R. In a strong was advanced, so Mr. Brown represented to me, in a friendly way.

Q. By whom? A. By himself. I had sopposed Mr. Brown himself had advanced that money. Subsequently, on a visit to Mr. Kirtland at Chicago, he stated that he had helped Q. By whom? A. By himself. I had sopposed Mr. Brown himself had advanced that money. Subsequently, on a visit to Mr. Kirtland at Chicago, he stated that he had helped in the advancement of that money himself.

By Mr. Stewart: Q. Then the condition of the contract, as I understand it, was that if this \$10,000 was in the nature of a forfeit.

This \$10,000 was in the nature of a forfeit.

This \$10,000 was in the nature of a forfeit.

This \$10,000 was in the nature of a forfeit show you how peculiar it all is—that it is a show you how peculiar it all is—that it is a show you how peculiar it all is—that it is a show you how peculiar it all is—that it is a show you how peculiar it all is—that it is a show you how peculiar it all is—that it is a show you how peculiar it all is—that it is a show you how peculiar it all is—that it is a show you how peculiar it all is—that it is a show you how peculiar it all is—that it is a show you have if the payment in sixty days was not made.

Q. That payment was not made in sixty days? A. That payment would have been due the 1st of October, but it was not made at that

time.
Q. Then the \$10,000 was forfsited? A. That I do not know. I know nothing about that matter; it passed entirely from me.
Q. If it was your trade, and the money was put up for you, why you were the person that would stand the forfeit of it? A. It appears that both Mr. Colvin Brown and Mr. Kirtland, by residue the testimons, did not read it. both Mr. Colvin brown and Mr. Eirland, by reading the testimony, did not regard it as my trade, because I see they entered into ar-rangements to defast it and divide it between themselves. This \$10,000 being their own money, I do not know What disposition was

nade of it.
Q. But you supposed, until this time, that it

Wastistrony, D. Chee Antique of the first of A. Tes, sir.

Will the Device of size of the wild the transportation of the first of having the control of having the control of having the control. These marked I you have already singly soled to the size of the

Q. And you wrote this kind of letters to gentlemen you know nothing about! A. I think I sent a letter of introduction to Mr. Hosmer. My impression is this: Mr. Brown, when he was in Philadelphia, brought on this letter of introduction to Mr. Hosmer; at all events, either that, or that I sent to Mr. Hosmer; at all right.

Q. Why did you put into this letter, which you say was written to a gentleman here of whom you knew nothing, with whom you had no acquaintance, this clause, "There are some things which could be explained in a personal interview which cannot be written in a letter?"

A. That refers entirely to the relations that had existed between myself and Mr. Brown—Mr.

Brown hains the nerson who stood in the mato not true.

Q. Is it possible for statements to be made

Q. Is it possible for statements to be made by somebody that are not true sometimes? A. I do not like to contradict anybody.

Q. Then you mean to say that Mr. Sturgis had agreed in writing to advance this money?

A. I had the bonds from Mr. Sturgis myse!f.

Mr. Sturgis had performed his part with me. I was going to Philadelphia to negotiate these O. Mr. Brown says in writing that you had

Q. Mr. Brown says in writing that you had agreed to advance this money? A. Mr. Sturgis performed his agreement with me. I do not think there was any agreement in writing. I had a negotiation with Mr. Sturgis, and became the possessor of these bonds.
Q. You can state whether you pronounce that untre or not. It seems to me your statement conflicts with that letter? A. My statement is correct in that matter.

that DeGolyer was to have a \$10,000 interest in that purchase! A. Not a word about that.

Q. You had no knowledge of anything of that fact.

Q. You had no knowledge that Kirtland and Brown were claiming to be interested in that purchase! A. I had no knowledge of that an arrangement with Kirtland to advance this \$10,000, but that he, in making this contract wrote me. He retaining a quarter, or leaving three-fourths with Mr. Rirtland, he says to me, "whatever arrangements have been made with Mr. Kirtland will be perfectly satisfactory. I can arrange that with Mr. Brown that he received a quarter. It was a voluntary proposition on my part."

Q. Do you know how that \$10,000 was raised that went into that purchase—where it was procured! A. No, sir, I do not know anything about that.

Q. Do you know what became of that \$10,000 ultimately!

The Witness. What \$10,000.!

Q. Why, the \$10,000 that was paid on this purchase! A. I have not the slightest idea. I received a latter from Mr. Correctors at Chicase."

A. I have not the slightest idea. I received a latter from Mr. Correctors at Chicase.

The fact is now established that was paid on this purchase! A. I have not the slightest idea. I received a latter from Mr. Correctors at Chicase. the first payment made of ten thousand dollars were the proceeds of those notes. Ira Holmes cashed the first two notes, paying twelve thou-and and odd dollars to Kirtland. Kirtland sand and odd dollars to Kirtland. Kirtland had ten thousand dollars sent to Riggs & Company, and had it in his own name. He came here and drew it, and put it up, so that the money that was paid was paid out of those notes! A. I never knew that was paid in that way until I read Mr. Kirtland's testimony. I never knew anything about it. I never knew the money was raised in that way at all. I never knew what disposition was made of those notes—not a dollar. My transaction was entirely independent of any transaction in regard to the contract. I went upon another basis

> show you how peculiar it all is—that it is a strange coincidence. A. The transaction was entirely independent, so far as I was concerned, with anything connected with these notes, either directly or indirectly.
>
> Q. Does it not appear to you to be remarkable under the circumstances! Here you, Kirtland, and Colvin Brown were in the habit of land, and Colvin Brown were in the habit of sitting at the same table at the Arlington. You were engaged for severi months in negotiating this contract, and you finally got this \$72,000 in notes, which were drawn in favor of Kirtland; that immediately upon getting the award of the contract, you three went out to Harewood and took a look at this property? A. We did not go out for that purpose. We went out for fun.
>
> Q. One of the other then, you do not recolumn with Men.

Q. One of the other then, you do not recol-rect which, you ordered to negotiote with Mr. Corcoran for the purchase of the Harewood es-tate. Mr. Colvin Brown did negotiate for these parties. You were negotiating constantly after this with Mr. Colvin Brown. Mr. Kir-land came out to Chicago and had an interview with you and salls a protein of these notes.

Q. But you supposed, until this time, that it was your trade until you saw this arrangement?
A. Yes, sir; I had supposed it was my trade. If I had raised money in Philadelphia, the \$10,000 that had been a part of that.
Q. Did you not think it a little strange that they should have the money refunded to them that had been paid on the forielt if it was your trade? A. I had nothing to do with that; these parties handled it themselves.
Q. But it was your transaction, and the \$10,000 had been paid up as \$10,000 forfeited.
Didn't it occur to you they might come back on you for the \$10,000 A. I understood, subsequently, that the matter was arranged in some way. It had been sold to the Soldiers' Home, and that hence that \$10,000—well, it was their matter.
Q. I thought it was your matter? A. Well, Senator, I want to be year clear about this

a way. It had been sold to the Soldiers' A. When this thing fell through you say to their matter.

Q. I shought it was your matter? A. Well, Senator, I want to be veay clear about this matter.

Q. I wish you would be. A. Yes, sir; I was pursuing this matter upon the hypothesis that I bought the property, but Brown and Kirtland were pursuing it on the hypothesis that I bought the property, but Brown and Kirtland were pursuing it to the hypothesis that I bought it, but they kept the fact back from me.

Q. So I understand, but they did not keep the one fact back that they had put up the \$10,000; A. They had made an advance of \$10,000.

Q. That fact you knew? A. Yes, sir.

Q. You were informed of that fact? A. Yes, air.

Q. But you knew that \$10,000 was to be forefelted if the \$60,000 was not paid on the 1st of Gottleege A. Yes, sir. the \$10,000 was to be forefelted if the \$60,000 was not paid on the 1st of Gottleege A. Yes, sir. the \$10,000 was to be forefelted if the \$60,000 was not paid on the 1st of Gottleege A. Yes, sir. the \$10,000 was to be forefelted if the \$60,000 was not paid on the 1st of Gottleege A. Yes, sir. the \$10,000 was to be forefelted if the \$60,000 was not paid on the 1st of Gottleege A. Yes, sir. the \$10,000 was to be forefelted if the \$60,000 was not paid on the 1st of Gottleege A. When was that atterners A. Charles.

Q. So that all the time this was going on, it was entirely yours? A. Entirely mine; I so regarded it. I knew nothing to the contrast, Q. You do not seem to have no regarded it is this letter. A. Why, certainly, so far as Mr. Corcoran was concerned. I appear as a new man to Mr. Ocroran was concerned. I appear as a new with the force of the contrast, Q. I thought the first time you heard of the two man to Mr. Ocroran was concerned. I appear as a new with the force of the contrast, Q. I thought the first time you heard of the two man to Mr. Ocroran was concerned. I appear as a new with the force of the contrast, Q. I thought the first time you heard of the arrangement between them, that the would not simply repeat that. Would not hear arrangement between them, that the would make a proper than the sum of the contrast, Q. I thought the first time you heard of the arrangement between them, that the would make a transport the contrast of the contrast

of this committee? A. Yes, sir.
Q. Since you came here after having been subprensed, when did you first see Kirtland!
A. I think it was on Thursday night, a week ago.
Q. Where did you see him? A. At the Eb

of thouse.

Q. Was that the first time you knew that he was in town! A. That was the first that I positively knew about it. I had an impression through an interview with Mr. Wilcox, as will appear in my testimony. I have traversed over that ground once. I have given testimony on that point fully.

Q. After seeing Wilcox you did see him at the Ebbitt house! A. Yes, sir, that is the only time I have seen him for a year. time I have seen him for a year.
Q. How did you find out that he was at the Ebbitt house! A. He sent me a note to the Arlington.
Q. You went pursuant to the note! A. Yes,

Q. How often did you see him at the Ebbitt use? A. I only saw him once; had that one aterview.

Anthony Hyde sworn and examined.

By the Chairman: Q. Are you the business agent of Mr. W. W. Corcorant A. Yes, sir.
Q. Did you, at any time, negotiate for the sale of the Hurewood estate with Mr. W. Colvin Brown! A. Yes, tir.
Q. State to the committee when these negotiates the second committee when these negotiates. Q. Do you remember the first interview you had with Mr. Colvin Brown on that subject?
A. I remember the interview, but I do not re-A. I remember the interview, but I do not remember the date.
Q. You exhibited to me a letter from him of the 13th of July. Was is before that time? It was before that letter was written, was it not? A. Yes, before any letters were written.
Q. Just rofer to your memoranda, and see if you have not a letter there dated the 13th of July. A. [After referring to memoranda.] Yes, sir. Yes, sir.
Q. It was before that letter was written?

es, sir.
Q. Do you remember how many days before A. No, I do not.

Q. Did Mr. Brown write you that any other sartles were interested with him in this trans-Q. Did you have any communication with any other parties excepting Mr. Brown? A. No,

Q. When this \$10,000 was paid for this Q. When this \$10,000 was paid for this estate, how was it paid to you? A. It was paid to me by a check psyable to me or bearer, Mr. Kirtland's check on Riggs & Co. Q. Mr. A. B. Kirtland's check on Riggs & Co. for \$10,000? A. Yes, sir; psyable to me or earer.
Q. Did you give a receipt for that check? A No, sir; not that I know of.
Q. You gave no receipt! A. I have no recollection, and I do not think I did.
Q. Did Mr. Brown express to you that this

money was deposited to the credit of A. B. Kirtland? A. Yes, sir.
Q. He did at that time? A. Yes, sir; at the ime.
Q. What did Mr. Brown say he desired to do with this estate! A. He said he was going to make a private residence of it.
Q. Did you talk with him upon that subject! A. This was brought out by objecting to sell-ing the place for the purpose of cutting it up. I did not like the idea of the identity of the place being destroyed, and I put that question

vale residence.

Q. Did he afterward tell you that he had one or two other friends that also wished to be in it! A. Yes, sir; that there were, perhaps, two parties that he might like to divide it Q. Who also wished to have summer estate:

Q. Who also wished to have summer estates near Washington? A. Yes, sir. I then communicated with Mr. Corcoran on the subject, and he said that he would not object to such an arrangement as that, if the matter was consummated.

Q. Did Mr. Corcoran return that money—the \$19,000? A. Yis, sir, \$10,000.

Q. To whom? A. To Mr. Brown, by check to his order, and by him indorsed.

Q. Check payable to the order of W. Colvin Brown? A. Yes, sir.

Q. Do fou know what he did with the money?

A. No. sir.

Q. Do fou know what he did with the money?
A. No, sir.

By Mr. Wilson: Q. What time did you get
that \$10,000? A. Do you mean what time did
Mr. Corcoran get it?
Q. What time was that \$10,000 paid by Mr.
Brown! A. On the 8th of August, 1872.
Q. What time did you return it to him? A.
On the 4th of October, of the same year; after matter had entirely failed.

this transaction? A. Trying to raise all the money, including the \$10,000, from my standpoint:

Q. But you was trying to raise the money?
A. I was raising the money that had been advanced.

Q. When th's th'ng fell through you say to Rev. Colvin Brown that this failure to carry the thing through in your opinion is "hell."
A. No, sir; it was the negotiations of Philadelphia that were in that way.

The Witness. The last time I was on the stand the committee requested me to make out a statement of the purchases of asphalt by Mr. Evans. I made out, some days ago, a statement of it, and annexed it with some vouchers. If the committee wish, I will read the letter, which is the statement I desire to make.

The letter was read by the witness, as follows, but the amount of vouchers appearing

the statement I desire to make.

The letter was read by the witness, as fo'lows, but the amount of vouchers appearing therein, it was not deemed necessary that they should be inserted:

Washington, D. C., April 27, 174.

Drar Sir: I send herewith, as requested, vouchers for asphalt purchased by Magsra. Evans and Ulephane.

No. 1 shows purchase of 52 tons on October 10, 1871, o''Dr. A. Vancamp." This was imported from Quba by him.

No. 2 shows purchase of John h. Lamson, of New York, of about 67 tons, November 29, 1871.

No. 3 shows purchase of about 67 tons from the "New York and Trialdad Bitumen Company." December 14, 1871.

No. 4 shows the importation of 335,240 pounds—say about 197 tons—from port of Spain. This lot was reshipped to Mr. Evans from Philadelphia, and out of the same he has been using for pavements since lots 1, 2 and 3 were exhausted.

I also inclose statement of composition purchased at different times from sundry parties, amounting to 475,315 gallons, which I have been emabled to find vouchers for.

Other purchases have been made not included in this statement.

Ploase have vouchers preserved and returned. Yours respectfully, the C. Evans.

By Mr. Wilson: Q. Do these appear on the New York of the statement.

The Chairman. Is that material! Mr. Christy. Yes, I deem it very material.

The Chairman. Then the testimony of the witness can be refured to hereafter on that

points.

The Witness. The first entry here is the payment of December 15, Mr. Lamson's bill.

Mr. Christy. The witness's testimony is on page 1355. Mr. Chairman, you will remember that Mr. Evans retired into the other room for the purpose of making a statement from the books, and at that time there was no mention that he would find it necessary to consult any vouchers. The explanation he made was that there were quite a number of entries as to purchases from the Washington Coal Tar Company, but no suggestion as to any vouchers to

the concrete t A. No, sir.

Now, I have no recollection of any statement made by this witness in regard to any matters not appearing in the account in regard to a concrete pavement. What he stated was that the lumber account relating to the wood pavement had not been furnished.

The Witness. I stated that as far as the bills for those articles. The activation of the state of the for those articles—the asphalt and other things—had been paid, they were entered upon this book, but there were still unsettied account—unsettied bills that did not appear here. What they were I could not exactly tell. I said

they were I could not exactly tell. I shall lumber account and some other things. The Chairman, (to Mr. Mattingly.) Do you desire to put in these vouchers as evidence! Mr. Mattingly. All I care for is a general statement of Mr. Evans of the amount. I do not want to lumber up the record.

The Chairman, (to Mr. Christy.) I have examined these vouchers, and I think, perhaps, it might be well enough for you to look them

paid."
Mr. Christy. That excludes these, for these Mr. Christy. That excludes these, for these were unpaid.

By Mr. Mattingly, (to the witness:) Q. You have stated the amount of the bills? A. My letter states that, sir.

By Mr. Christy: Q. I find an entry upon your book in regard to the interest paid upon a note of Lewis Clephane; what is the explanation of that? A. I do not know: I cannot tell you.

Q. In your cash account I find a number of notes given by Hallet Kilbourn, which seem to have been discounted; were there any notes given by Lewis Clephane, the proceeds of which were used in that business? A. I do not know whether there were or not; I could not tell you. They reised money on notes, as Mr.

you. They reised money on notes, as Mr. Evans testified himself. The notes I did not Q. Be kind enough to refer to any entry showing the amount of money raised on that note of Lewis Clephane, upon which you paid interest to the Freedman's bank. A. I have no entry here of it that I know of or recollect Q. I find an entry there, "Order of William Q. I find an entry there, "Order of William E. Chandler, from H. C. to L. C., \$2,500." Can you explain what that means? A. I do not think you find that here.
Q. It is in the books of the Washington Asphalt Company. A. I would like to have

ou show it to me. Mr. Christy, (to Mr. Wilson.) I gave you a statement of the abstract I got from the statement of the abstract I got from the books.

Mr. Mattingly. Do you remember the date of that entry, Mr. Christy.

Mr. Christy. No, sir, I do not. It refers to "W. E. C."

The Witness, (to Mr. Christy.) P'thought you said "William E. Chandler."

Mr. Christy. I have an abstract made of the entries that I deem it important to examine this witness upon; I have reason to suppose that it shows Mr. Kilbourd's relation to it.

The Witness, I do not know anything about that; there is no such entry here, at least if there is I do not know it.

Mr. Christy, I will look at it again and show you.

Mr. Christy, I will look at it again and show ware not earried into your

Q. These, then, were not earried into your account when you were examined the other day? A. Only two, I think.
Q. And do not now appear on that book? A. No, sir.
Q. Now, if you will allow me to look at that journal of yours, I will find you that entry.
Mr. Mattingly. Here is the question and any working about the ditches or the contractors; but, aside from Governor Shepherd, with whom did you negotiate for the saie of this pipe? A. Myself, personally; I did not negotiate with anybody else, nor with Governor Shepherd.
Q. Who finally consummated this saie! A. My consideration and are the contractors. ournal of yours, I will find you that entry.
Mr. Mattingly: Here is the question and answer of the witness, on page 1,358:

Q. Is there snything unsettled with reference to these pavements, excepting the lumber bill? S. Yes, sir; I think there are some other bills not settled. not settled.

Do you know what they are—their nature?

A. I think there is some little material for the asphale pavement and some labor at the machine-shops here, or something of that kind—preparing Mr. Merrick. If you will look at page 1,363

Mr. Merrick. If you will look at page 1,505 you will find this:

Q. Then these books will show the entire cost of this saphalt and wood pavement that has been laid down by Mr. Evans? A. They will not show the entire cost of the wood pavement,
Q. Except the lumber? A. Yes, sir.
Q. They will the asphalt? A. As far as I know, they will. As far as he knows those books would show

the whole cost of the asphalt pavement; that is what he stated on the first examination. The Chairman. Yes, but Judge Merrick it does seem now that there was other asphalt that does not appear.

Mr. Merrick. I understand that, sir, but the mr. Merrick. I understand that, sir, but the point was, that the witness had stated on the former examination that there were other vouchers in reference to the asphalt pavement which had not been brought into the account. It is to show that his statement was incorrect at that time.

Pending the examination of Mr. Evans, the committee took a recess until 2 p. m.

AFTERNOON SESSION. The committee reassembled at 2 p. m.
The examination of H. C. Evans continued.
Mr. Christy. I desire to call the attention of the committee to certain questions and answers in connection with the testimony of this wit-ness on page 1,363. I read: Q. Have you say rouchers except what are represented on these books? A. No, sir.
Q. Any other accounts? A. No, sir; up to the ast day on these books.

Then on page 1,363, in reply to a question of he chairman; the chairman;

Q. Do they explain all the transactions relating to the asphalt company and the wood-paving company? A. They do to the extent of my knowledge. There are pay-rolls and other books that show the payments to the men, &c.

Q. Did you keep those? A. Yes, str; I have them Q. Then these books will show the entire cost

On page 1,366:

they will.

On page 1,366:

The chairman here directed the witness to take the books saide and make a thorough examination of them in the manner requested by Mr. Christy, and hereafter report to the committee.

Q. Did you examine your testimony? A. I have read it over.

Q. To see if you were correctly reported? A. Yes, sir, I think I did.

Q. Did you not appear here and make certain corrections of your testimony? A. Nothing material, I think; something about some little entry or something.

Q. But you made no objection to so much reported of the testimony as I have read? A. No, sir; that testimony is correct now. I believe I had no other youchers than I showed you at the time, that I knew of.

Q. When you were directed to go into that room you did not speak of any other youchers being necessary to be examined inorder to make the statement as to asphalt called for? A. Yes; I presumed that they wanted all the youchers I had.

Q. Will you explain the entry on page 27 of your journal of the date of May 13, 1872, "W. E. C. Ofder of Kilbourn and Clephane, \$2,500?" A. I have no knowledge of it, whatever, sir.

Q. Does your account show cash credited with that amount? A. It does.

Q. Does it show cash dr.? Did you in any way make any entry against those gentlemen in regard to that? A. No other than that one

nthis? A. Yes, air. That was the Asphalt

TESTIMONY OF WILLIAM L. WILSON. William L. Wilson sworn and examined.
By the Chairman: Q. What is your business?
A. Manufacturer of sewer and drain pipes.
Q. What is the name of your firm! A. William L. Wilson. The Moorehead Clay Company is the name of the works; William L. Wilson is the name of the firm.
Q. Did you sell the Board of Public Works of the District of Columbia any of your manufacture! A. Yes, sir. turel A. Yes, sir.
Q. To what amountl A. Some \$55,000 or \$75,000 worth—something between those

chases from the Washington Coal Tar Company, but no suggestion as to any vouchers to be examined. Now, on page 1355 he says this:

Q. Why have these books never been closed up.

A. The business has not been closed up.

Q. Is there anything in these books that will show the results up to the present time? A. No, sir; we did not.

Q. Above or below! A. Very far below our sur; I think not. The same entires there for lumber that was purchased for the wood pavement that have not been entered yet. The amount of the bills I do not know.

Q. Is there anything on these books that will show the cost per square yard of this wood pavement? A. No, sir.

Q. Is there anything that will show the cost of the concrete? A. No, sir.

Q. Do you not sell to everybody below your earl prices!

Q. Do you not sell to everybody below your card prices!

Q. When you sell ingressions of pipe, do you have not below? A. Weil, I suppose it would average between those one of the concrete? A. No, sir.

Q. When you sell them this material at your regular prices we did not.

Q. Above or below! A. Very far below our card prices.

Q. Do you not sell to everybody below your card prices!

A. No, sir.

Q. When was that? A. In 1872 or 1873.

Q. Did you sell them this material at your regular prices for similar material? A. No, sir, we did not.

Q. Above or below! A. Very far below our sequence in those amounts.

Q. Above or below! A. Very far below our card prices.

Q. Do you not sell to everybody below your card prices!

Q. When you sell them this material at your regular prices for similar material at your sequence in those amounts.

Q. Above or below! A. Very far below our sequence in the sequence in those amounts.

Q. Above or below! A. Very far below our sequence in those amounts.

Q. Above or below! A. Very far below our sequence in the sequence in those amounts.

Q. Above or below! A. Very far below our sequence in the sequence in those amounts.

Q. Do you not sell to everybody below your sequence in the sequence in those amounts.

over.

Mr. Mattingly. On page 1357 of the record the question is "What other books did you have! A. Time-books and ledger, and I believe that is all. There were vouchers for bills paid."

Sewer certificates, I think they call them; the balance was in cash.

Q. How much did you receive in cash? A. some \$40,000 or \$50,000; I do not remember the exact amount; somewhere between those amounts.

Q. And the balance in the cash. amounts.
Q. And the balance in sewer certificates?
A. Yes, sir; some \$12,750, I think, in sewer

Q. Where is your place of business in Philadelphis! A. We have two places. Our office is at the corner of Tenth and Market streets.

ber.
Q. Did you come here and sell this pipe-make a negotiation for this pipe! A. Weil, I was here personally myself, on the business. Q. How often were you here before this mat-Q. How often were you here before this matter was concluded? A. Well, I was here, I
suppose, two or three times.
Q. Two or three times? A. Two or three
times; somewhere about there. I had other
business in Washington, and came on on that,
and sometimes as w about this also. and sometimes as wabout this also.

Q. Whom did you see when you came here!

A. Well, the first ones we saw preliminarily
were the sontractors that we understood were
to do the work. I don't remember exactly who

to do the work. I don't remember exactly who they were. We had some preliminary talk with them about what was going on here, and about what was going to be done.

Q. Do you recollect who it was that you saw? A. Weil, Mr. Shepherd is the only one that I can remember particularly about; Mr. A. R. Shepherd, now the Governor.

Q. Waom of these contractors did you see? A. Indeed I could not tell you, sir; sometimes they were men that were on the street, about the ditch, working there, and I presume they were attached to it, and I stopped to get information as I went to and from other business in

My confidential agent at that time, Mr. Jen-kins, consummated it under my instructions. Q. Have you any letters or papers in connec-tion with this transaction! A. I have nothing but Mr. Jenkins' memorandum of the prices

that were screet on.
Q. Where is that! A. I have it in my pocket. [Witness produces it as follows:] 5,000 feet 6-at 17. 30,000 feet 12-at 67. 10,000 feet 15-at 81. 10,000 feet 18-at 81.30. 5,000 feet 24-at \$2.30. Fittings estimated: Fittings estimated:
5,000 feet 13 in. 6—at \$1.
1,000 feet 15 in. 6—at \$1.45.
1,000 feet 15 in. 6—at \$1.45.
1,000 feet 12 in. 6—at \$1.50.
1,000 feet 12 in. 12—at \$1.50.
335 feet 13 in. 12—at \$1.50.
336 feet 13 in. 12—at \$2.50.
180 feet 15 in. 12—at \$2.50.
45 feet 15 in. 16—at \$2.50.
21 feet 24 in. 15—at \$3.70.
21 feet 24 in. 15—at \$3.70.

21 1905 24 in. 19—at \$4.0.

500 6 inch bends, at \$2.75.

50 16-inch bends, at \$2.25.

515-inch bends, at \$2.25.

\$24-inch bends, at \$0.25.

\$24-inch bends, at \$0.5.

Estimated by Sam'l Chase, superintendent rewers. Q. This is a memorandum showing the prices at which this pipe was to be delivered to the Board of Public Works? A. Yes, sir; as reported to me on his return, after the con-summation of the contract.

Q. Were you to deliver that pipe here in the city, or was it to be delivered at these prices at your place of business in Philadelphia! A. We were to deliver it at the wharf-log in the port

your place of business in Philadelphia! A. We were to deliver it at the wharf-log in the port of Washington,

Q. Where is Mr. Jenkins now! A. I cannot tell. He is in New York State some place.

Q. How long was he in your employ! A. I think some three or four years, probably.

Q. How long has he been out of your employ! A. I think he left my employ in the sping of 1873.

Q. Can you tell where he could be found now! A. I cannot tell you. I heard from him about five months ago from New York city, but the letter being dated from a hotel, I presume he was only on a visit there. He is in one of the upper towns on the Hudson river, in the furniture business. What town it is I do not know; I never inquired.

Q. Did he ever inform you with whom he negotiated when he was here! A. No, sir, nothing but that he went before the Board of Public Works, in formal session assembled, and that the nogatiation was conducted there.

Q. How was this pipe shipped! Who was the consignee! A. It was shipped to the Board of Public Works, Washington.

Q. Did your house ever receive any drawback! A. Did we receive any drawback! A. Did we receive any drawback! A. Did we receive any drawback, you mean!

Q. Ever pay any, I would sav! A. Yes, sir:

Q. Ever pay any, I would say! A. Yes, sir;

Q. Ever pay any, a would say:
Q. On these! A. Yes, sir.
Q. Whom did you pay it to! A. It was taken off of us by the Board of Public Works—the only drawback that we ever saw.
Q. I mean to say, did you receive the full amount that is specified in that memorandum for the data that you shipment to this city? for the pipe that you shipped to this city?

The Witness. Did we receive the full Mr. Wilson, Yes, sir. Mr. Wilson. Yes, sir.

A. No, sir, we did not; not by a bushel.
Q. What I mean to say is, did you allow anything for those prices to any person! c. No, sir; we were informed by Mr. Shepherd in the first place that there was no ring, and nobody to pay, and we could estimate very low in consequence, and we did; and we were never called upon to pay a cent to anybody; we never heard of it, nor did we ever pay a copper to anybody.

Q. Were the prices of that time such were indicated so this list in 1371? A. No. not by a long shot.
Q. How did they differ? A. They were very uch higher than those prices By Mr. Wilson: Q. Have you a price list

By Mr. Wilson: Q. Have you a price list I think I have in my overcat.
Q. Produce it, if you please.
Mr. Stanton. It says about the time when the Board of Public Works went into operation. that would be in 1871.

Mr. Wilson. I want to anow for what year this price list is.

The Witness. That price fist took pract of

the District of Columbia any of your manufacture! A. Yes, sir.

Q. To what amount! A. Some \$55,000 or \$75,000 worth—something between those amounts.

Q. When was that! A. In 1872 or 1873.

Q. Did you sell them this material at your regular prices for similar material! A. No, sir, we did not.

Q. Above or below! A. Very far below our regular prices for similar material! A. No, sir, we did not.

Q. Above or below! A. Very far below our regular prices—how far prices.

Q. For below your regular prices—how far prices.

Q. For below your regular prices—how far prices.

Q. Do you not sell to everybody below your card prices! A. No, sir.

Q. When you sell largesiots of pipe, do you not sell below your card prices is reguly! A. Not necessarily; only to certain parties and not to others! A. Our card prices is supplied to the side of the side of a certain percentage.

Q. Why did you take off so large a percentage to the Board of Public Works! A. We have been paid in a manner; yes, sir.

Q. You got rid of one and received the other! A. Yes, sir; or hoped to.

By Mr. Wilson: Q. Have you been paid yet! A. We have been paid in a manner; yes, sir.

Q. What do you mean by in a manner! A. There is a part of it that we were spaid in sewer certificates. I think they call them; the sewer certificates. I think they call them;

would justify the furnishing of sewer pipes at such rates at that time? A. Oh, well, a man-ufacturer could sometimes reasonably do that under certain circumstances. In our business we do not do much in the winter, for instance. If we desire to keep our doors open and our men at work, we accumulate large stocks and run out a great deal of money, and a man can come along in the winter, and when a large amount of pipe was paid cash for, we would sell it to him on the same principle that manufacturers sometimes send goods to auction; to receive the money on it no matter what the cost was. We want the roady money; we will sell at large loss oftentimes, and under such circumstances as that, manufacturers would sell at those prices, probably. Then, again, there are years when business is very dulf and trade fluctuates; not much building going on. Those years we accumulate a large stock if we run and keep our men under shelter or about us, and we are more disposed to sell out in any we do not do much in the winter, for instance of those years, even losing money on it, so as not to get our men scattered or our machinery stopped.

Q. Would you call the rates thus indicated

s having been procured by the Board of Pub-ic Works, high or low, at that time? A. We would call them very low. Here, among the manufacturers, they are called sheriff prices.
Mr. Stanton I would like to put in evidence
the price-list of these particular articles.
By Mr. Jewett. (to the witness:) Q. What s the object of that price lists A. To sell the goods by,
Q. What is the object of the association A. To limit discount from becoming too high and ruining manufacturers.

Q. Point in that list to the discount limited?

Q. Point in that list to the discount.

There is no discount mentioned on our list; would not be policy to do it.

Q. Who was it who had made a proposition, and reported a proposition had

formation of the fact, and it then became my aworn duty to investigate it. It was really a complaint against that house.

Q. A complaint of what? A. That in the year 1871 they had violated their piedge to the association, and sold at less than the association allowed.

Q. What was the price allowed by the association in 1871? A. The price, is in that price-list that I handed to you, and to certain trades there was a certain discount allowed for.

Q. Is that mentioned in the paper? A. No, sir; we don't mention that. This is our card price to consumers. price to consumers.

Q. What was that discount? A. To plumbers,

cent. for cash,
O. Messrs, Link & Black, according to the rumor, had allowed a larger per cent. A. Yes, Q. You were a sworn officer of the associations A. Not at that time; not in 1871. I was not, but at the time this complaint was renot, but at the time this complaint was received I was.

Q. Were you at the time you made a sale to the Board of Public Works! A. I was; yes, air. Do you mean was I an officer?

Q. Yes, sir. A. No, sir. I was a member of the association.

Q. A member of it, and bound by its rules!

A. Yes, sir.

Q. And as such you had a right to complain of Mr. Link? A. Yes, sir; as members we have a right to complain of each other for everything and anything.

Q. Upon what principle did you sell at a discount of 40 per cent.! A. When the association met in 1871—we always met in December—I asked a special dispensation from the association to furnish the Board of Public Works in Washington at lower than association granted it to me and to all the members alike. That lowered the price in this market very much in-

lowered the price in this market very much in-deed.
Q. What was the reason? A. The reason was that we had competition with foreign pipe.
Q. Any more competition here than elsewheref A. Well, I think there was, for the where A. well, I shall there was, a store reason that this was a very large matter in our line, and we imagined that the importer of foreign pipe wanted it all, and we did not want him to have it all.

Q. Were the Messrs. Link & Black members of the association at the time you got that discounted A. Yea sir.

pensation! A. Yes, sir.
Q. Did they make any bid! A. I do not think they did, for sundry reasons. I am pretty think they did, for sundry reasons. I am pretty sure they did not.

Q. Had you an agent residing in Washington. A. No, sir; not at that time.

Q. Were you acquainted with a Mr. Wall?

A. I was acquainted with a Captain Wall.

Q. Had you any business relations with him?

A. At that time do you mean?

Q. At any time. A. Oh, yes; since he left the Board of Public Works' employ he has been in my employ. been in my employ.

Q. Previous to his leaving the employ of the
Board of Public Works, had you any business
relations with kim! A. No. sir; none at ail, except that I thought that he was a very quick business man, and he was the party—he was the officer of the Board of Public Works that I

came more immediately in contact with in having my account settled.

Q. Did you not come more immediately in contact with him before making your contract?

A. I never laid my eyes on him before contract was consu Q. Nor any agent of yours! A. Well, sir, I cannot answer for that. Mr. Jenkins might have seen Captain Wall; but not that I know of. The first that I heard of Captain Wall Q. Did Mr. Jeukins or any other person com-Q. Did Mr. Journs or any other person com-municate to you the fact that Captain Wall was representing you in your negotiations with the Beard of Public Works? A. No, sir; post-tively not. The first I heard of Captain Wall was about three or four months, I think, after we began to supply the goods, and then when I came down to see how the goods were getting above, and what was the around due to the

along, and what was the amount due us, &c., I was referred to Captata Wall as the superintendent of property. Then I came in contact with him, and found that he was a very quick

To concern the control of the contro